It is well settled that a publication, although not made in the presence of the court, which tends to interfere with the administration of justice by bringing the judge into disrepute, is contempt of court. *State* v. *Morrill*, 16 Ark. 384. See 1 BAILEY, HABEAS CORPUS, 218. Truth of the statement is no defense. *Paterson* v. *Colorado*, 205 U. S. 454. *Contra*, *McClatchy* v. *Superior Ct. of Sacramento Co.*, 119 Cal. 413, 51 Pac. 696. See 11 HARV. L. REV. 543. It can be argued that although the constitution gave the right to circulate the recall petition, that right, like the right of freedom of speech or of the press, must be exercised in such a manner as not to interfere with the administration of justice. See *State* v. *Morrill*, 16 Ark. 384, 403, 407. The argument, however, that the provision for recall necessarily and expressly provides for the publication of the grounds on which the recall is sought, and that such publication is therefore no contempt, seems more sound. It is no contempt for counsel to set forth in a petition for change of venue the bias of the judge before whom the case was called. *In re Smith*, 54 Col. 486, 131 Pac. 277. It has been held no contempt for a newspaper to call a judge running for re-election, corrupt and partial, although there were cases pending before him at the time. *State* v. *Circuit Ct. of Eau Claire Co.*, 97 Wis. 1, 72 N. W. 193. The constitutional provision that a judge may be put to an election at any time, coupled with the public interest in ascertaining the fitness of a person running for office, outweighs the public policy in favor of the uninterrupted administration of justice. The criticism that this results in the possibility of intimidating courts in the exercise of their duty must be directed against the institution of the recall of judges rather than against the reasoning of this case.

CORPORATION — DISTINCTION BETWEEN A CORPORATION AND ITS STOCKHOLDERS — DISREGARDING THE CORPORATE FICTION. — Under a railroad lien law a sub-contractor was required to give, within a specified period, notice of his intention to file a lien. No such notice was required of a contractor. The officers and directors of a corporation formed to operate a railroad, incorporated a construction company to build the line. The construction company contracted with the plaintiff to build the line. *Held*, that as to the railroad company, the plaintiff is the principal contractor. *Seymour* v. *Woodstock, etc. Co.*, 117 N. E. 729 (Ill.).

It is usually said that the corporate fiction will be disregarded when it is necessary to disregard it to prevent fraud or to attain a just result. *United States* v. *Milwaukee, etc. Co.*, 142 Fed. 247; *Bank* v. *Trebein*, 59 Ohio St. 316, 52 N. E. 834. See 1 MORAWETZ, CORPORATIONS, 2 ed., § 227; 3 COOK, CORPORATIONS, 7 ed., §§ 663, 664. Such a rule, it is submitted, is objectionable. It tends to loose and indefinite rules of law for business transactions. See *Gallagher* v. *Germania, etc. Co.*, 53 Minn. 214, 219, 54 N. W. 1115, 1116. It threatens the loss of valuable features of corporate organization. See *Moore, etc. Co.* v. *Towers, etc. Co.*, 87 Ala. 206, 212, 6 So. 41, 44. The rights of creditors may be affected by the rule. *In re Rieger*, 157 Fed. 609. The opinion in the principal case exemplifies the confusion which results from such a rule. The court speaks of looking "at the substance of things," and says that "consideration will not be given to corporate forms and fictions," and then decides the case upon the ground of agency. It is submitted that in most, of not all, of the cases in which the corporate fiction is disregarded the same result can be reached, as was reached in the principal case, upon legal principles which leave the separate corporate entity idea intact. *Cf. Bank* v. *Trebein*, *supra*; *Gonville's Trustee* v. *Patent Carmel Co.*, [1912] 1 K. B. 599. *Cf.* also *Beal* v. *Chase*, 31 Mich. 490; *Booth* v. *Seibold*, 37 Misc. (N. Y.) 101, 74 N. Y. Supp. 776.

CORPORATIONS — STOCKHOLDERS — LIABILITY ON STOCK IMPROPERLY ISSUED FOR SERVICES. — A promoter rendered services to a corporation. He

subscribed for and was issued fifty shares of stock. Notwithstanding a vote of the stockholders that stock should be issued only for cash, the directors voted that the promoter be given the fifty shares in payment for his services, which were worth more than the stock. The promoter sold the stock. The corporation now sues the promoter for the par value of the stock. *Held*, that the corporation may not recover. *Union German Silver Co.* v. *Bronson*, 102 Atl. 647 (Conn.).

The promoter, as a subscriber, owed the corporation for the stock. There was no common-law release of this obligation. It is doubtful whether the mere vote of the directors would be enough to excuse the subscriber from his obligation to pay. The promoter had no enforceable claim prior to the vote of the directors. No charter or statutory provision had changed that rule. A corporation may adopt by express or implied adoption obligations incurred for its benefit. *Van Noy* v. *Central, etc. Ins. Co.*, 168 Mo. App. 287, 153 S. W. 1090; *McArthur* v. *Times Printing Co.*, 48 Minn. 319, 51 N. W. 216. *Cf. Koppel* v. *Massachusetts Brick Co.*, 192 Mass. 223, 78 N. E. 128. See 3 COOK, CORPORATIONS, 7 ed., § 651. See also H. S. Richards, "Liability of Corporations on Contracts made by Promoters," 19 HARV. L. REV. 97. There can be no implied adoption where the corporation has no opportunity to reject the benefits conferred. The use of the term "ratification" is unfortunate. Ratification presupposes a principal existing at the time of the agent's action. Directors generally are allowed to pay the reasonable value of services rendered by promoters. *Smith* v. *New Hartford Water Co.*, 73 Conn. 626, 48 Atl. 754. See EHRICH, PROMOTERS, § 165; ALGER, PROMOTERS AND PROMOTION OF CORPORATIONS, § 218; 1 LINDLEY, COMPANIES, 6 ed., 196. Had they not been inhibited, the directors might have compromised the promoter's claim by giving him stock. The court reaches a rough-and-ready sort of justice by saying that the corporation by bringing suit has waived any irregularity in the issue of the stock, and that this makes the adoption by the directors effective. The opinion is not convincing on the point of the promoter's defense to his obligation on his stock subscription.

EQUITY — JURISDICTION — PROTECTION OF RIGHTS OF PERSONALITY. — Plaintiff claiming to be an alien not subject to the Conscription Act, sought an injunction restraining defendants, members of a local draft board, from certifying him for military service. *Held*, that equity has no jurisdiction to "enforce mere personal rights as distinguished from property rights." *Angelus* v. *Sullivan*, 246 Fed. 54.

In support of its statement respecting equity jurisdiction the court cites cases which may be divided into two main classes. In the first class are cases in which an injunction was granted because the court could find interference with a property right or a breach of trust. *In re Debs*, 158 U. S. 564; *Truax* v. *Raich*, 239 U. S. 33; *Corliss* v. *Walker*, 57 Fed. 434; *Vanderbilt* v. *Mitchell*, 72 N. J. Eq. 910, 67 Atl. 97. It is apparent that such cases are not authority as decisions that equity has no jurisdiction to enforce personal rights. The second class is made up of cases in which the court is asked to protect political interests, and this class includes a majority of the cases cited by the court. It is fair to say that the courts are more seriously troubled by the fact that no legal rights are involved in this class of cases, than by the fact that only a right of personality is violated. Some courts apparently recognize the possibility of real legal rights of a political nature coming into existence, so refuse to say broadly that equity has no jurisdiction. *Winnett* v. *Adams*, 71 Neb. 817, 99 N. W. 681. Another kind of authority that does not commend itself is that of a case overruled by a statute of the same jurisdiction. *Roberson* v. *Rochester Folding Box Co.*, 171 N. Y. 538, 64 N. E. 442. See N. Y. CONSOL. LAWS, c. 6, §§ 50, 51. If the authority of decisions is lacking on the juris-